

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

MEETING DATE: 1/17/07

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

STAFF CONTACT PERSON: Peter Horton  
Phone: 292-3518

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AGENDA ITEM WORDING: Approval of lease renewal agreement with the Tax Collector for the Drivers License Building at the Key West International airport.

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ITEM BACKGROUND: The term of the original lease was for 5 years, ending September 18, 2006, and provided an option for an additional five years. The renewal agreement expires September 18, 2011.

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PREVIOUS RELEVANT BOCC ACTION: Approval of original lease agreement, September 19, 2001.

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CONTRACT/AGREEMENT CHANGES: Extends term to September 18, 2011. In lieu of payment, the full monthly rental amount (\$1,507.18) shall be applied as a credit against the balance of 404 fund participation in the new terminal construction project at the Key West Airport.

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STAFF RECOMMENDATION: Approval

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TOTAL COST: None

BUDGETED: n/a

COST TO AIRPORT: None

SOURCE OF FUNDS: n/a

COST TO PFC: None

COST TO COUNTY: None

REVENUE PRODUCING: Yes

AMOUNT PER MONTH : \$1,507.18

APPROVED BY: County Attorney  OMB/Purchasing  Risk Management

DOCUMENTATION: Included

Not Required

AGENDA ITEM # \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

/bev  
AO  
11/06

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract #

Contract with: Tax Collector

Effective Date: 9/19/06

Expiration Date: 9/18/11

Contract Purpose/Description: Lease Renewal Agreement for Drivers License Building at Key West International Airport

Contract Manager: Bevette Moore  
(name)

# 5195  
(Ext.)

Airports - Stop # 5  
(Department/ Stop)

1/17/07

1/2/07

for BOCC meeting on: ~~12/20/06~~

Agenda Deadline: ~~12/5/06~~

**CONTRACT COSTS**

Total Dollar Value of Contract: Revenue Producing

Budgeted? n/a

Grant: n/a

County Match: n/a

Current Year Portion: n/a

Account Codes: n/a

**ADDITIONAL COSTS**

Estimated Ongoing Costs: n/a  
(not included in dollar value above)

For: .  
(eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed		Reviewer	Date Out
		Yes	No		
Airports Director	<u>12/21/06</u>	( )	(X)	<u>[Signature]</u> Peter Horton	<u>12/21/06</u>
Risk Management	<u>11/19/06</u>	( )	(-)	<u>[Signature]</u> for Risk Management	<u>11/19/06</u>
O.M.B./Purchasing	<u>11/13/06</u>	( )	( )	<u>[Signature]</u> for OMB	<u>12/13/06</u>
County Attorney	<u>1/1/</u>	( )	( )	<u>Pedro Mercado</u> County Attorney	<u>11/2/06</u> <u>12/8/06</u>

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEASE RENEWAL AGREEMENT**  
**TAX COLLECTOR**  
Drivers License Building at KWIA

**THIS LEASE RENEWAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Key West International Airport, 3491 South Roosevelt Boulevard, Key West, FL 33040, hereafter "COUNTY", and MONROE COUNTY TAX COLLECTOR, whose address is 1200 Truman Avenue, Key West, FL 33040, hereinafter "TENANT". The parties agree as follows:

WHEREAS, on September 19, 2001 the parties entered into a Lease Agreement for lease of a building adjacent to the Key West International Airport, hereafter original lease. A copy of the original lease is attached to this renewal agreement and made a part of it; and

WHEREAS, the term of the original lease was for a period of 5 years ending on September 18, 2006 but provided for renewal of the agreement for an additional five-year term upon providing notice in writing at least 30 days before expiration of the agreement; and

WHEREAS, the parties agree that the Tenants inadvertently did not provide a notice to renew at least 30 days prior to September 18, 2006, (written request to renew dated September 5, 2006, copy attached hereto) as required by the original lease, but that inadvertence should not result in the lease renewal being refused; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. The COUNTY hereby waives and forgives the failure of the Tenant to provide written notice of their intent to renew 30 days or more before September 18, 2006.

2. The original lease is hereby renewed for an additional five-year term beginning on September 19, 2006 and ending on September 18, 2011.

3. Paragraph 3 of the original agreement is amended to read:

3. The rent for the premises is \$1, 507.18 per month. In lieu of payment, the full rental amount shall be applied as a credit against the balance of 404 fund participation in the KWIA new terminal construction and renovation project.

4. Except as provided in paragraph two and three of this renewal agreement all the terms and conditions of the original lease remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor Charles "Sonny" McCoy

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MONROE COUNTY TAX COLLECTOR

By

*Danise D. Henriquez*  
Danise D. Henriquez, CFC

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

*Pedro J. Mercado*  
\_\_\_\_\_  
PEDRO J. MERCADO  
ASSISTANT COUNTY ATTORNEY  
Date 12/8/06

**LEASE AGREEMENT**  
Tax Collector  
Drivers License Building at KWIA

This Lease Agreement is entered into this 19<sup>th</sup> day of SEPTEMBER, 2001, by and between Monroe County (County) and the Monroe County Tax Collector (Tenant).

1. The County hereby leases to Tenant the building adjacent to the Key West International Airport, depicted on Exhibit A (the premises) for use as an office only. Exhibit A is attached to this lease agreement and incorporated into it. The premises are leased in an as is condition. The Tenant may alter or remodel the premises to suit her needs, subject to the alteration or remodeling being first approved by the County.
2. The term of this lease is for five years commencing on the date the Tax Collector assumes the responsibility for Drivers Licenses from the Department of Motor Vehicles. The Tenant may renew this lease for five additional years by notifying the County in writing at least 30 days before the expiration of the initial term or subsequent renewal term. Upon the expiration of this lease, the Tenant must vacate the premises and deliver the premises to the County in the same condition in which the premises were received (except as they may have been altered or remodeled pursuant to paragraph 1, normal wear and tear excepted).
3. The rent for the premises is \$1,507.18 per month, payable in arrears by the 15th day of the month following the month for which the rent is due. Rental rates will be increased by a percentage equal to the percentage increase in the CPI for all urban consumers for the previous calendar year.
4. The Tenant will pay for the Tenant's electric, water, sewage, solid waste collection services, telecommunications service, normal cleaning service and routine maintenance of the premises.
5.
  - a) If the premises are damaged to the extent they cannot be used by the Tenant or are destroyed, the County's Engineer or the Airport Consulting Engineer must make an initial determination as to whether premises can be repaired or rebuilt within 90 days of the date of the damage or destruction. If he determines that the premises cannot be repaired or rebuilt within the 90 days, then this lease will terminate with neither party under any further obligation to the other. If the County determines the premises can be repaired or rebuilt within 90 days, then this lease will remain in effect but with the Tenant's obligation to pay rent abated until the premises are repaired or rebuilt so that they are suitable for the Tenant's use.
  - b) All personal property of the Tenant placed at the premises (including, but not limited to, furniture and office equipment) is at the Tenant's sole risk. The County is not responsible or liable for any loss or damage to such property, regardless of whether the loss or damage is caused, solely or in part, by the negligent act(s) or omission(s) of County employee(s), agent(s) or contractor(s).

6. Except as provided in subparagraph 5(a) and to the extent authorized by Sec. 768.28, FS, the County and the Tenant agree to hold harmless and indemnify, and defend each other from all claims and liabilities for which the County or the Tenant may be held liable as a result of injury, including death, to persons or damage to property that occur by the reason of any acts or omissions of the County, its employees and agents, or the Tenant, its employees and agents.

7. All written correspondence required under this lease must be sent to:

COUNTY  
Airport Manager  
KWIA  
3491 S Roosevelt Blvd.  
Key West, FL 33040

TENANT  
Tax Collector  
Truman School-HGC  
1200 Truman Avenue  
Key West, FL 33040

8. This written lease represents the parties' final mutual agreement and replaces any prior agreement whether written or oral. This written lease may only be altered or modified by a written amendment executed by both parties.



WITNESS WHEREOF, the parties hereto have executed this office lease agreement day of SEPTEMBER, 2001

DANNY L. KOLHAGE CLERK

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By Jamela Genuoch  
Deputy Clerk

By Sease R. Neugat  
Mayor/Chairman

TAX COLLECTOR

Angeline y de Courmel  
Witness  
Angela y Hitchcock  
Witness

By Janice M. King

jdleaseFHPbldg

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
By Robert N. Wolfe  
ROBERT N. WOLFE  
DATE 9-14-01



**MONROE COUNTY**  
OFFICE OF TAX COLLECTOR  
1200 TRUMAN AVENUE, SUITE 101  
P.O. BOX 1129  
KEY WEST, FLORIDA 33041-1129

DANISE D. HENRIQUEZ, C.F.C.  
TAX COLLECTOR

TELEPHONE (305) 295-5000  
FAX  
TAX DEPT (305) 295-5020  
DEL DEPT (305) 295-5021  
TAG DEPT (305) 295-5022

September 5, 2006

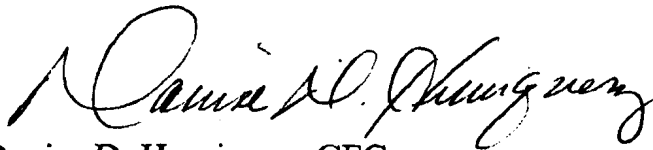
To: Mr. Peter J Horton, Airports Director

From: Mrs. Danise D Henriquez, Monroe County Tax Collector

Subject: Rental for Driver's License Building on Airport Property

This notice is to inform you I am interested in renewing the lease for the Driver License Building located at the Key West International Airport. The lease renewal should be September 19<sup>th</sup>, 2006.

I no longer pay a monthly rental fee for this location. I will expect to hear from you regarding this renewal, I expect the renewal will be acceptable and a new lease agreement will be forth coming.



Danise D. Henriquez, CFC  
Monroe County  
Tax Collector

Cc: Bevette Moore, Airport Business Administrator

# Memo

To: Board of County Commissioners  
From: Peter Horton, Director of Airports  
Date: 1/2/07  
Re: Agenda Item – Tax Collector

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Item requests approval of lease renewal agreement for the Tax Collector for the Drivers License Building at the Key West International Airport.

The term of the original lease was for 5 years, ending September 18, 2006, and provided an option for an additional five years. The renewal extends the term to September 18, 2011.

In lieu of payment, the full monthly rental amount (\$1,507.18) shall be applied as a credit against the balance of 404 fund participation in the new terminal construction project at the Key West Airport

PJH/bev